CITY OF ANN ARBOR REDEVELOPMENT LIQUOR LICENSE PRE-APPLICATION QUESTIONNAIRE

Instructions to Applicants: If you are applying for a City of Ann Arbor Development District License, within the Downtown Development Authority Area (see map), this form must be completed prior to filling out the City of Ann Arbor New Liquor License Application Form. The new application form will not be accepted without a completed pre-application questionnaire. **Please include copies of two pieces of personal identification.**

Please indicate, by checking YES or NO, if your establishment meets the following criteria.

1. Is the business to be licensed within the geographic boundaries of the City of Ann Arbor Downtown Development Authority District? ☒ **Yes** ☐ **No** (Please indicate proposed location on the attached map.)

   Complete name and address of business to be licensed TAQ RESTAURANT 120 E. LIBERTY, ANN ARBOR MI 48104
   Personal Property ID (for existing businesses)________________

2. Applicants for development district licenses, must demonstrate to City of Ann Arbor and the Michigan Liquor Control Commission (MLCC), at the time of investigation, that the amount expended for the rehabilitation or restoration of the building that houses the licensed premises shall be not less than $75,000 over a period of the preceding five years or a commitment for a capital investment of at least that amount in the building that houses the licensed premises, which must be expended before the issuance of the license. At the time of application, can your business demonstrate this requirement? ☒ **Yes** ☐ **No** (Please attach supporting financial information for verification.)

3. Will the licensed business engage in dining, entertainment or recreation, that is open to the general public, with a seating capacity of not less than 25 persons? ☒ **Yes** ☐ **No** (Please attach current or proposed floor plan that supports seating capacity.)

4. Will the licensed business generate 50% or more of its revenue from food and non-alcoholic drink sales? ☒ **Yes** ☐ **No**

5. What type of on-premise sales are you interested in applying for? Check all that apply. (Checking the boxes does not guarantee award of any or all categories.)
   ☒ **Beer** ☒ **Wine** ☒ **Spirits (hard liquor)**

6. Please describe (on an attached sheet) how your business will do the following, if issued a license:
   i. Prevent deterioration in the DDA district and promote economic growth by:
      a. creating new employment opportunities
      b. adding new tax value through the purchase of new equipment and/or building improvements
   ii. Represents a desired land use as determined by the City's area master plan and zoning requirements.
   iii. Contribute to the mix of dining/drinking, entertainment and recreational existing establishments (describe unique characteristics)

Cynthia Gagalis Messmore 10/22/25 — CYNTHIA GAGALIS MESSMORE

Signature of Applicant **Date** **Printed Name**

If any of the above questions have been answered NO, the applicant is not eligible to apply for a Development District License as designated under Michigan State Law (Public Act 501 of 2006). Applicants that cannot meet the minimum criteria will not be considered by the City of Ann Arbor. Do NOT fill out an application.

If all of the above questions have been answered YES, the applicant is eligible to apply for a Development District License. The next step in the application process is to fill out the City of Ann Arbor application form. Attach this completed form to the application and submit with $150 application fee to the Ann Arbor City Clerk, 301 E. Huron St, Ann Arbor, MI 48104. Fax Number – 734-994-8296. Phone No. – 734-794-6140. A $600 license fee is due upon approval.

To inquire about other licensing opportunities, including transfers of existing Class C licenses, please contact the Michigan Liquor Control Commission directly. All transferred licenses begin at the State level. MLCC On-Premises Licensing Division - 517-322-1400.

Revised 3/26/15

DEVELOPMENT DISTRICT LIQUOR LICENSES FACT SHEET

Public Act 501 of 2006 amended the Michigan Liquor Control Code, effective December 29, 2006, to allow the Liquor Control Commission (MLCC) to issue public on-premises licenses, in addition to the population-based quota licenses allowed under the Code, to businesses engaged in activities related to dining, entertainment, and recreation, and located in city development districts.

The City Council of Ann Arbor adopted Resolution R-08-024 on February 4, 2008 establishing the Ann Arbor Downtown Development District as a development district for liquor licensing in accordance with the requirements of Public Act 501 of 2006 and the MLCC. The City of Ann Arbor has filed all required documentation for the certification of the development district by the MLCC (certified copy of Resolution R-08-024, the required map reflecting and outlining the designated development district within the boundaries of the City, and an affidavit from the City Assessor, certified by the City Clerk, stating the total amount of investment in real and personal property within the development district during the preceding five years.) and been advised that it has met the monetary threshold for 807 licenses.

To receive a Development District Liquor License an applicant must be approved by the City and the MLCC. An application for a license will not be authorized for investigation until the MLCC has received a City resolution which approves the applicant at a specific location "above all others."

Applicants must complete a City application and file it with the City Clerk with all required supplemental documentation and the City application fee. Application fees are established by resolution of City Council and the application package can be obtained from the City Clerk's office. The City will review the application and make a determination as to whether the applicant is approved "above all others" at the designed premises. The City may make investigations it considers proper in connection with the approval process or as required by City ordinances.

Upon receipt of the documentation from the City, and all necessary MLCC application forms, other required documents and inspection fees, the application will be authorized for investigation by the MLCC. The initial enhanced license fee for development district licenses is $20,000.

Applicants for development district licenses must demonstrate, at the time of the investigation by the MLCC, that:

- ☑ The amount expended for the rehabilitation or restoration of the building that houses the licensed premises shall be not less than $75,000 over a period of the preceding five years or a commitment for a capital investment of at least that amount in the building that houses the licensed premises, which must be expended before the issuance of the license.
- ☑ That the licensed business is engaging in dining, entertainment or recreation, that is open to the general public, with a seating capacity of not less than 25 persons.

Individuals considering applying for a development district liquor license should be aware of the following restrictions.

- ☑ A licensee may transfer ownership of the license; however, this type of license may not be transferred to another location.
- ☑ If the licensee goes out of business, the licensee must surrender the license to the MLCC. The City may approve another applicant within the development district to replace the licensee who has surrendered the license to the MLCC.
- ☑ The applicant must state and demonstrate that an attempt to secure an appropriate on-premises escrowed license or quota license which may be available within the city in which the applicant proposes to operate.

This fact sheet has been prepared for informational purposes only. Individuals considering applying for a development district liquor license are advised to contact a lawyer for advice on the application process. General informational inquiries can also be directed to the Michigan Liquor Control Commission.

Effective Date: April 30, 2008
Prepared by: City of Ann Arbor, City Attorney's Office

CITY OF ANN ARBOR
APPLICATION FOR NEW LICENSES

Date: 10/22/25

Instructions: This application must be completed and returned with a $150 application fee for each license before it can be considered. All answers must be typed or printed. Sign the completed form in ink and return to the City Clerk, 301 E. Huron St., Ann arbor, Michigan 48104. MAKE ALL CHECKS OR MONEY ORDERS PAYABLE TO THE CITY OF ANN ARBOR, MICHIGAN.

1. Applicant identification-all applicants	
Name of individual, partnership, corporation or limited liability company who will hold the license: TAQ ANN ARBOR LLC	Contact Person Name: CYNTHIA GAGALIS MESSMORE
Business Street Address: 120 E. LIBERTY ST.	[redacted]
City/State/Zip Code: ANN ARBOR, MI 48104	
Township: CITY OF ANN ARBOR	Business Phone No. (734) 369-6922 [redacted]

2. Nature of Application – (Check all that apply)

☒ Retail Applicants
☐ Manufacturer or Wholesale Applicants

3. Retail Applicants – (Please identify all permits being applied for with this license application)

3a. Check Type of License	**3b. Check Type of Permits**
☐ SDM	☒ Sunday Sales
☐ Class C	☐ Add Bar
☐ A-Hotel	☐ Entertainment Sales
☐ B-Hotel	☒ Outdoor Sales
☐ Tavern	☐ Before / After Hours For: ______
☐ Club	
☐ SDD	
☒ Redevelopment	
☐ Other: ______	

4. New Manufacturer or Wholesale Applicants

☐ Wine Maker	☐ Manufacturer of Spirits	☐ Outstate Seller of Mixed Spirit Drinks
☐ Small Wine Maker	☐ Industrial Manufacturer	☐ Outstate Seller of Wine
☐ Wine Maker Tasting Room	☐ Warehouse	☐ Outstate Seller of Beer
☐ Micro Brewer	☐ Brewpub	☐ Other: ______
☐ Small Distiller		

5. Proposed Licensed Address:

120 E. LIBERTY ST.
ANN ARBOR, MI 48104

6. Briefly describe the business, for example – Drug Store, Restaurant, Party Store, Wholesaler, Wine Maker, etc.

Re-location of current TAQ Restaurant (106 E. LIBERTY ST.)
full-service restaurant.

7. This proposed licensed business will be owned by: (check one)
☒ Me as the individual owner ☐ The named corporation ☒ The named liability company
The following partners (indicate limited partners with an "L" before their name)
Partnership Information: (attach additional sheet if necessary)

Name of Partners	Home Address	Telephone Number
CYNTHIA GAGALIS MESSMORE	[redacted]	[redacted]

* All partners may be required to complete and submit additional information as part of the application review process, by completing this application applicant agrees to comply with any such requests.

8. Personal Information – Individual Applicants and Partnership Members Only
Date of Birth [redacted] (required to confirm applicant is over 21 years of age)

If you are not a US Citizen – Are you a registered alien? ☐ Yes ☐ No Or, do you have a Visa? ☐ Yes ☐ No
Full name of spouse:

Have you ever legally changed your name? ☐ Yes ☒ No If Yes, from ______ to ______
Have you been known by other names? ☐ Yes ☒ No List Names:

Have you ever been convicted of a criminal offense, including alcohol related infractions (exclude traffic citations)?
☐ Yes ☒ No If Yes, please list charge, date of conviction, location and disposition below.
(Use additional sheet if necessary.)

CHARGE	DATE	PLACE	DESCRIPTION

List your former occupations for the past 3 years:

DATE (to/from)	OCCUPATION	EMPLOYER NAME AND ADDRESS
1976 - 2019	TEACHER	BRIGHTON AREA SCHOOLS (RETIRED)
2018 - present	OWNER	TAQ RESTAURANT

I or my spouse previously held or now hold interest in the following licenses for sale of alcoholic beverages as sole licensee, partner or corporation:

NAME OF LICENSE	TYPE OF LICENSE	LOCATION	DATE
LA TAQUERIA ANN ARBOR LLC	DDA	106 E. LIBERTY ST.	5/3/2019

Do you or your spouse hold any law enforcement powers including powers of arrest? ☐ Yes ☒ No

9. Limited Partnership Applicants Only – is the limited partnership authorized to do business under the laws of Michigan?

☐ Yes ☐ No Date authorized:___________________

10. Corporate & Limited Liability Company Applicants Only - Attach copy filed or proposed Articles of Incorporation, last annual report/statement filed & attach copy of stock options.	
Corporate/LLC Name: TAQ ANN ARBOR LLC	Incorporation/Organization date: 8/21/25
Incorporated/Organized in what State? MICHIGAN	Michigan Authorization date: 8/21/25
Name, Address, Phone Number of Resident Agent: CYNTHIA GAGALIS MESSMORE	
(Check one of each) Corporation ☒ Profit or ☐ Nonprofit	☐ Public or ☒ Private Corporation
Date last annual report/statement filed with Michigan Corporation and Securities:	

Corporate Officers	**Name**	**Address**	**Phone Number**
President			
Vice-President			
Secretary			
Treasurer			

11. Corporations and Limited Liability Companies – List all persons, companies and other entities that hold or will hold stock interest or membership in applicant entity.

	Name	Address	Phone Number	%Interest
1.	CYNTHIA GAGALIS MESSMORE	[redacted]	[redacted]	100
2.				
3.				
4.				
5.				

12. Denial of Application/Revocation of License

(A) Have you, prior to this application, made application(s) for a similar or other license on premises other than described in this application?

☐ Yes ☐ No

If yes, please list date, place and disposition of such application(s).

____

(B) Have you, prior to this application, been disqualified to receive approval for a license under the laws of the State of Michigan?

☐ Yes ☐ No

If yes, please explain.

____

(C) Have you ever held a liquor license which has been revoked or not renewed?

☐ Yes ☐ No

If yes, please state reason.______________________________

13. Financial Details – All applicants

(A) Source of funds used to establish business, or which will be used to purchase this business, list name, address and amount of all money lenders.

Name	Address	Amount
CYNTHIA GAGALIS MESSMORE	[redacted]	$ 400,000
		$
		$

(B) Attorney or representative

Name	Address	Phone Number
LARRY MARGOLIS	402 W. LIBERTY ST. #100 ANN ARBOR 48103	(734) 994 9590

14. Premises (Answer either A, B, or C.) Applicant shall attach a building and grounds layout diagram (8-1/2 x 11) showing the entire structure, premises, and grounds, and in particular the specific areas where the license is to be utilized. Plans shall demonstrate adequate off-street parking, lighting, refuse disposal facilities, and where appropriate, adequate plans for screening and notice control.

(A) New Construction

Do you need to build a facility at the residence that will hold the license? ☐ Yes ☐ No

If yes, do you have building permits? ☐ Yes ☐ No

If no, when do you plan to get them?______________________________

If yes, when do you expect construction will begin?______________________________

If yes, when do you expect construction to be completed?______________________________

If yes, what is the estimated cost of construction of the facility? $______________________________

When is your anticipated occupancy date/open for business date?______________________________

Would you build the facility at this location if you do not get a license? ☐ Yes ☐ No

(B) Existing Facility-No Renovation

Is the facility currently occupied? ☐ Yes ☐ No

If yes, do you intend to be licensed under the existing business at this location? ☐ Yes ☐ No

If yes, do you intend to be licensed under the same management? ☐ Yes ☐ No

How long has the existing business be at the location?______________________________

Are you currently associated with the business operation on site? ☐ Yes ☐ No

If yes, in what capacity are you associated?______________________________

If no, will you be purchasing the premises?______________________________

(C) Existing Facility-Renovation

Do you plan to renovate an existing facility? ☒ Yes ☐ No

If yes, what is the estimated cost of the renovation? $ 400,000

If yes, when do you expect construction will begin? NOVEMBER 2025

If yes, when do you expect the construction to be completed? DECEMBER 2025

When is your anticipated occupancy date/open for business date? JANUARY 2026

Is the facility currently occupied? ☒ Yes ☐ No

If yes, are you currently associated with the business operation on site? ☒ Yes ☐ No

If yes, in what capacity are you associated? BUSINESS OWNER

Will it be necessary to temporarily close the facility for renovation? ☒ Yes ☐ No

If yes, how long will the facility be closed? CLOSED NOW

Are you going to renovate the facility if you do not get a license? ☐ Yes ☒ No

15. Employment – (All applicants must complete either A or B section)

(A) Existing Business

How large is the current staff? (i.e. 1 full-time bartender)

Number	Full	or	Part-time	Position
40	☐		☒	SERVER, HOST, BAR TENDER
10	☒		☐	KITCHEN
2	☒		☐	MANAGER
	☐		☐	
	☐		☐	
	☐		☐	

Will you be retaining current staffing levels, expanding current staffing levels, or decreasing current staffing levels if you receive the license? Explain.

We are relocating from our existing location at 106 E. Liberty, this new location is much larger so we anticipate expanding staff

(B) New Business

How large of a staff do you plan to have? (i.e. 1 full-time bartender)

Number	Full	or	Part-time	Position
	☐		☐	
	☐		☐	
	☐		☐	
	☐		☐	
	☐		☐	

16. Operating Statement – Attach a general operation statement outlining the proposed manner in which the business for which the license being proposed will be operated, including a schedule of the hours of operation, food services, crowd control, and use of facilities.

(attached)

17. Personal Statement – (App applicants must complete this requirement)
Please describe how this business will enhance the City of Ann Arbor community. What special considerations should we take into account in evaluating your application? PLEASE LIMIT YOUR ANSWER TO 200 WORDS OR LESS. Please attach a separate sheet of paper if necessary.

(attached)

I have read all of the above answers and they are true. I agree to provide all requested information and to fully cooperate with all City Service Areas requesting any and all additional information provided in this application or any attachment thereto. Any changes that occur after the date of this application, applicant will notify the City Clerk, in writing, within 14-days of such change. I understand that the falsification of the information on this form or any false statements made during investigations may constitute grounds for denial of a license.

I warrant that I am not disqualified to receive a liquor license under the ordinances of the City of Ann Arbor or the laws of the State of Michigan. If granted a liquor license I will not violate any federal or state laws or any ordinance of the City of Ann Arbor in the conduct of business.

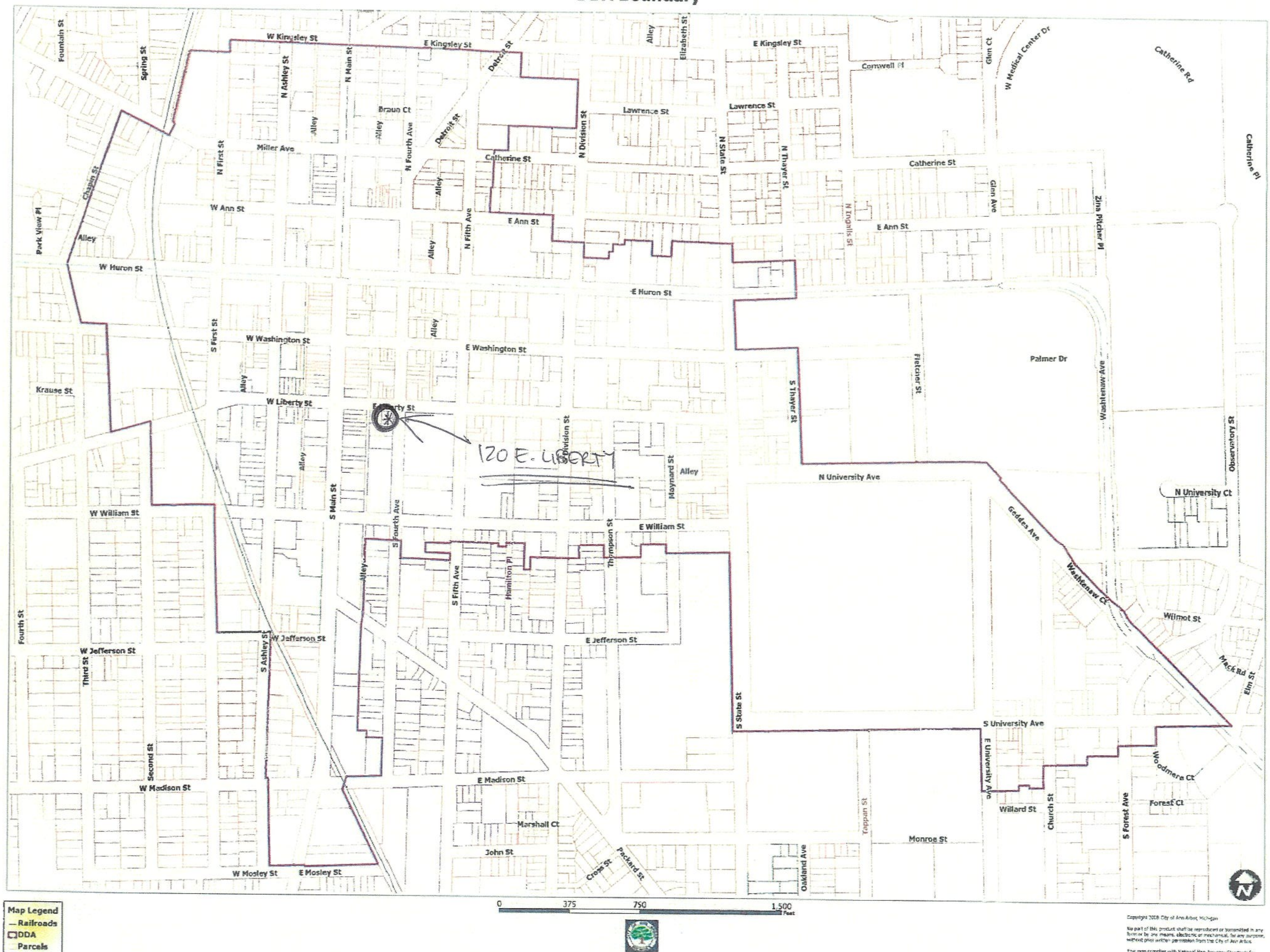
Attested to:

10/22/25
Date of Application

(OWNER)
Signature of Applicant
(if applicant is a corporation, include title of signor)

Name of person completing this form if not the applicant

DDA Boundary



Maps available online:
http://gisweb.ewashtenaw.org/website/mapwashtenaw/

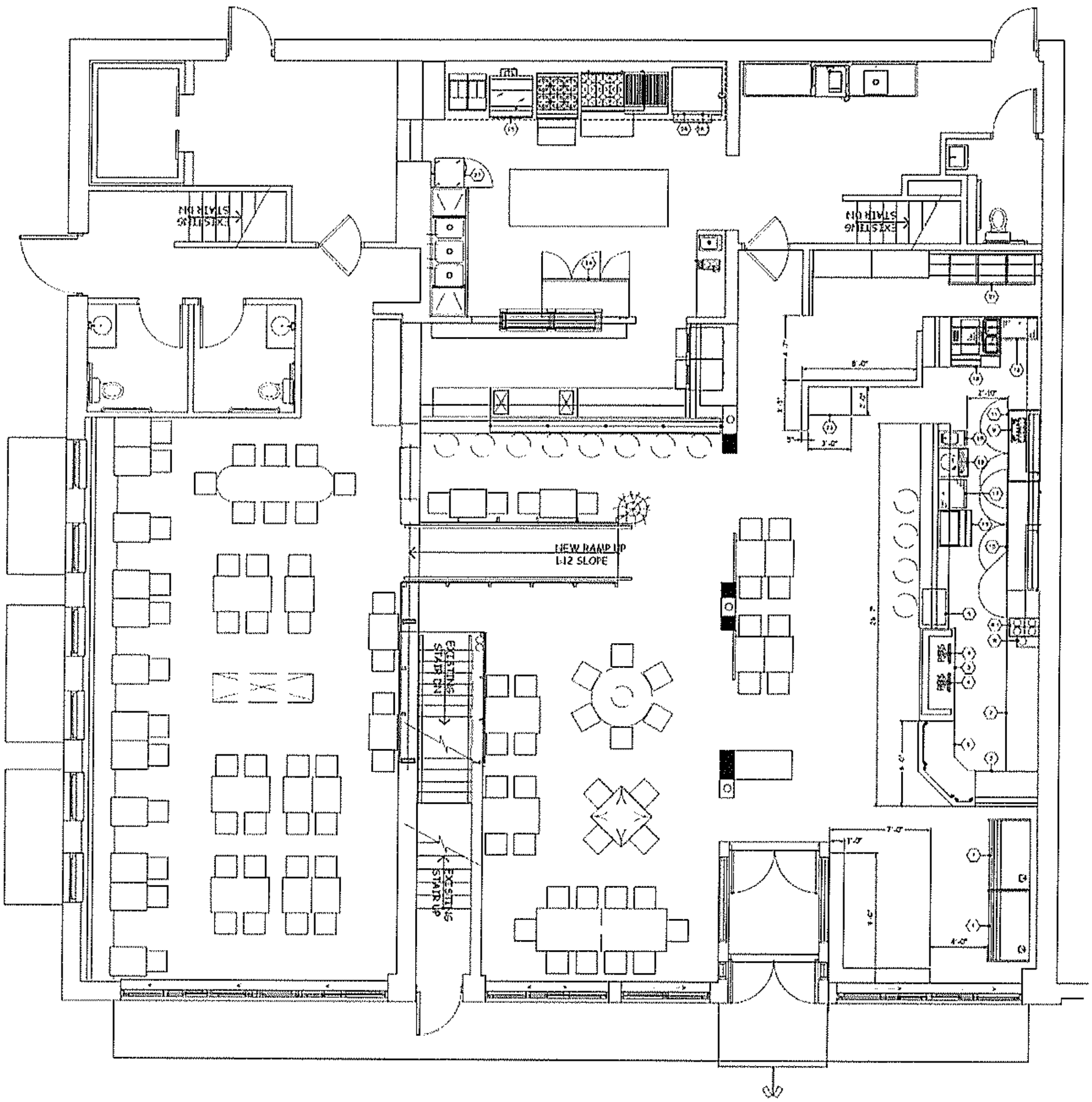
Operating Statement – Attach a general operation statement outlining the proposed manner in which the business for which the license being proposed will be operated, including a schedule of the hours of operation, food services, crowd control, and use of facilities.

TAQ is currently in operation as a taco-fusion restaurant – serving many different tacos with a fusion of flavors from North America, South America, and Asia. The menu also includes starters (chips, nachos, etc.) and two desserts. The current hours of operation are 12:00 PM to 10:00 PM everyday. We are relocating to a larger storefront one door up the street. If the restaurant is re-approved for a license to sell alcohol at the new location, those hours will be the same as our current, licensed location. The restaurant has 11 tables inside, 6 bar stools, plus an additional five tables outside when weather permits for outdoor dining. All seating and the production kitchen is on the first floor, with the prep kitchen residing on the lower level. This layout allows the restaurant to easily handle large numbers of customers, flowing in and out of the premises during their dining experience.

Personal Statement – Please describe how this business will enhance the City of Ann Arbor community. What special considerations should we take into account in evaluating your application? PLEASE LIMIT YOUR ANSWER TO 200 WORDS OR LESS.

TAQ Restaurant has been open for over 7 years now, and we are expanding to a larger footprint one door up the street! We are excited to continue to serve our wonderful community where we have enjoyed steady growth and reinvestment into the community for the past 8 years. I was born and raised in Ann Arbor, and I stayed here and raised my family here. Eight years ago, we took over this space from a previously failed business, we are doing the same now at 120 E. Liberty Street. Since opening, TAQ has had a tremendously positive response from customers, media outlets, and local social media participants. Just like Ann Arbor itself, TAQ celebrates a fusion of flavors from all over the world – North America, South America, Asia, etc. The goal of TAQ remains to celebrate the diversity of our community through our food. So far, TAQ is meeting (and exceeding) its goals. Maintaining a new license at our new location to sell alcohol to TAQ will enhance the restaurant's ability to continue growing its popularity amongst residents and visitors to the downtown area who enjoy alcoholic beverages at many other like-restaurants in the vicinity.

FLOOR PLAN PROPOSAL – 120 SEATS
TAQ RESTAURANT – 120 E LIBERTY ST



TAQ RESTAURANT
120 E LIBERTY ST
ANN ARBOR, MI 48104

REDEVELOPMENT EXPENSE: $400,000+

1. Asset Purchase Agreement: $350,000
   Includes equipment purchased and rehabilitated
   - Down payment: $125,000
   - Seller finance: $225,000 – 36 months at 3% interest

2. New Equipment Purchase: $116,425.39
   - Webstaurant (equipment/supplies): $43,942.96
   - The Restaurant Store (chairs): $18,546.29
   - Home Depot (materials): $13,936.14
   - Youngs Customs (building): $40,000.00

WebstaurantStore
Sales Invoice

Order Number	User ID	Date Ordered
[redacted]	[redacted]	10/17/2025 at 10:35 AM

Bill To	*Ship To*	*Shipping Method*
Mark Messmore TAQ - Taqueria Restaurant & Bar 106 E Liberty St Ste 120 Ann Arbor, MI 48104	**Mark Messmore** TAQ Restaurant 120 E Liberty St Ann Arbor, MI 48104	Common Carrier

Your Contact	Customer PO	Customer Phone
help@webstaurantstore.com		[redacted]

Item Number	Description	Unit Price	QTY	Est. Tax	Total
164GS605BBKS	Lancaster Table & Seating 3 1/2" Thick Black Barstool Seat	$19.49	12	$14.03	$247.91
649R2DICE	Robot Coupe R2 DICE Combina on Food Processor with 3 Qt. Gray Bowl, Con nuous Feed & 4 Discs - 2 hp	$2,759.00	1	$165.54	$2,924.54
176SQRCLL12	Choice 12, 18, and 22 Qt. Blue Square Polypropylene Food Storage Container Lid	$1.89	24	$2.72	$48.08
176SQRCLL12	Choice 12, 18, and 22 Qt. Blue Square Polypropylene Food Storage Container Lid	$1.79	60	$6.44	$113.84
176SQRTR12	Choice 12 Qt. Translucent Square Polypropylene Food Storage Container	$6.49	36	$14.02	$247.66
176SQRTR22	Choice 22 Qt. Translucent Square Polypropylene Food Storage Container	$12.89	36	$27.84	$491.88
176T23HLDR	Choice Stainless Steel Taco Holder with 2 or 3 Compartments - 8" x 4" x 2"	$3.89	96	$22.41	$395.85
4070260	Choice 1/6 Size Stainless Steel Slotted Steam Table / Hotel Pan Cover	$2.49	144	$21.51	$380.07
4070669	Choice 1/6 Size 6" Deep 24 Gauge An -Jam Stainless Steel Steam Table / Hotel Pan	$5.76	144	$49.77	$879.21
407BUNEGHT	Choice Eighth Size 19 Gauge 6 1/2" x 9 1/2" Wire in Rim Aluminum Bun Pan / Sheet Pan	$2.49	96	$14.34	$253.84
929JC4000	Waring JC4000 Heavy-Duty 1800 RPM Citrus Juicer	$689.00	1	$41.34	$730.34
394365XLCASE	Noble Products Powder-Free Disposable Clear Vinyl Gloves for Foodservice - Extra Large - Case of 1000 (10 Boxes of 100)	$27.78	14	$23.34	$412.26
176T45HLDR	Choice Stainless Steel Taco Holder with 4 or 5 Compartments - 13 1/4" x 4" x 2"	$5.39	24	$7.76	$137.12
407BUNQRTR	Choice Quarter Size 9 1/2" x 13" 19 Gauge Wire in Rim Aluminum Bun / Sheet Pan	$3.49	240	$50.26	$887.86
552P8500	Arcoroc P8500 Precision 10 oz. Customizable Rocks / Old Fashioned Glass by Arc Cardinal - 12/Case	$28.78	20	$34.54	$610.14
490CONSRVXLE115	Jackson Conserver XL-E Low Temp Door Type Dish Machine - 115V	$6,839.00	1	$410.34	$7,249.34
423WDSFS1	Toastmaster Dual Drawer Freestanding Drawer Warmer - 2,500W, 120V	$4,739.00	1	$284.34	$5,023.34
185MT08WH6	Beverage-Air MT08-1H6W 19" Marketeer Series White Refrigerated Glass Door Merchandiser with LED Ligh ng	$2,726.00	1	$163.56	$2,889.56
194KMCH422BA	Avantco Ice KMC-H-422-A 22" Air Cooled Modular Half Cube Ice Machine with Bin - 420 lb.	$4,199.00	1	$251.94	$4,450.94
3493030ANTGY	Lancaster Table & Sea ng 30" x 30" Solid Wood Live Edge Table Top with An que Slate Gray Finish	$129.99	62	$483.56	$8,542.94
490DISSTRLTV	Jackson DishStar LT Low Temperature Undercounter Dishwasher - 115V	$6,629.00	1	$397.74	$7,026.74
				Subtotal:	$41,455.62

WebstaurantStore
Sales Invoice

Order Number	User ID	Date Ordered
[redacted]	[redacted]	10/17/2025 at 10:35 AM

Bill To	*Ship To*	*Shipping Method*
Mark Messmore TAQ - Taqueria Restaurant & Bar 106 E Liberty St Ste 120 Ann Arbor, MI 48104	**Mark Messmore** TAQ Restaurant 120 E Liberty St Ann Arbor, MI 48104	Common Carrier

Your Contact	Customer PO	Customer Phone
help@webstaurantstore.com		[redacted]

Item Number	Description	Unit Price	QTY	Est. Tax	Total
				Shipping & Handling:	$0.00
				Estimated Tax:	$2,487.34
				Total:	$43,942.96
				Balance Due:	$0.00

Payment Method: [redacted] **- $43,942.96**

Thank you for your business!

WebstaurantStore
40 Citation Lane
Lititz, PA 17543
717-392-7472

Note: The above address is for billing purposes only. For questions regarding returns, visit your account at https://www.webstaurantstore.com/myaccount

The Restaurant Store™

Invoice #[redacted]

Order Number: [redacted]

Invoice Date: 10/14/2025

Billed to:

TAQ Restaurant
120 E Liberty St
Ann Arbor, MI 48104

Our Address:

The Restaurant Store
2209 Old Philadelphia Pike
Lancaster, PA 17602

Item Details	Quantity	Item Price	Subtotal
164CMLBWBKKD Lancaster Table & Seating Black Finish Ladder Back Chair with Black Wood Seat - Detached	350	$49.99	$17,496.50
		Subtotal	$17,496.50
		Shipping and Handling	$0.00
		Tax	$1,049.79
		Payments	$18,546.29
		Balance	**$0.00**

Invoice #[redacted]

Order Number: [redacted]

Invoice Date: 10/14/2025

TAQ RESTAURANT

Order # [redacted]
Invoice Number(s) # [redacted]

PO/Job Name: **TAQ TWO POWER**

Ship To Home

Ordered
10/13/2025
Shipped
10/14/2025

Item Description	Qty	Unit Price	Discount	Net Unit Price	Pre Tax Amount
15 Amp 125-Volt Light Duty Plug, Black 101-EP SKU 1002337363	8	$4.08	$3.28	$3.67	$29.36

Ship To Home

Ordered
10/13/2025
Delivered

10/15/2025

Item Description	Qty	Unit Price	Discount	Net Unit Price	Pre Tax Amount
Homeline 100 Amp 8-Space 16-Circuit Outdoor Main Breaker Plug-On Neutral Load Center SKU 1000040019	4	$147.36	$58.96	$132.62	$530.48
Homeline 30 Amp 2-Pole Circuit Breaker (6-pack) SKU 1005370701	3	$85.75	$25.74	$77.17	$231.51
SKU 576433	18	$0.00	$0.00		$0.00

Subtotal	$879.33
Discount	$87.98
Shipping	$0.0
Delivery Charge	$0.00
Sales Tax	$47.48
Order Total	**$838.83**

TAQ RESTAURANT

Order # [redacted]
Invoice Number(s) # [redacted]

PO/Job Name: TAQ TWO - DRYWALL

Buy Online Pickup In Store

Ordered
10/17/2025
Complete
10/17/2025

Item Description	Qty	Unit Price	Discount	Net Unit Price	Pre Tax Amount
96 in. x 48 in. Sheetrock 5/8 in. Fire Rated Raw Edge SKU 9284251	60	$29.99	$179.94	$26.99	$1619.46

Subtotal	$1799.40
Discount	$179.94
Shipping	$0.0
Delivery Charge	$0.00
Sales Tax	$97.17
Order Total	**$1716.63**

Printed On: October 25, 2025 19:21:19 EDT

TAQ RESTAURANT

Order # [redacted]
Invoice Number(s) # [redacted]

PO/Job Name: TAQ TWO - DOORS

Buy Online Pickup In Store

Ordered
10/14/2025
Complete
10/14/2025

Item Description	Qty	Unit Price	Discount	Net Unit Price	Pre Tax Amount
36 in. x 80 in. White Universal 3/4-Light Vinyl Door with Black Hardware SKU 818771	8	$154.00	$123.20	$138.60	$1108.80

Subtotal	$1232.00
Discount	$123.20
Shipping	$0.0
Delivery Charge	$0.00
Sales Tax	$66.53
Order Total	**$1175.33**

Printed On: October 25, 2025 19:18:51 EDT

TAQ RESTAURANT

Order # [redacted]
Invoice Number(s) # [redacted]

PO/Job Name: TAQ TWO

Ship To Home

Ordered
10/10/2025
Delivered
10/14/2025

Item Description	Qty	Unit Price	Discount	Net Unit Price	Pre Tax Amount
5 gal. #MQ5-05 Limousine Leather Flat Exterior Paint & Primer SKU 1004007953	1	$305.00	$30.50	$274.50	$274.50
5 gal. #PPU26-11 Platinum Flat Exterior Paint & Primer SKU 1001866019	1	$305.00	$30.50	$274.50	$274.50

Buy Online Deliver From Store

Ordered
10/10/2025
Delivered
10/13/2025

Item Description	Qty	Unit Price	Discount	Net Unit Price	Pre Tax Amount
250 ft. 12/2 Solid Romex SIMpull CU NM-B W/G Wire SKU 268844	1	$139.00	$0.00	$139.00	$139.00
1 in. x 48 in. x 8 ft. R-3.85 Insulating Sheathing SKU 614637	84	$13.68	$351.96	$9.49	$797.16
Plywood Siding Panel T1-11 4 IN OC (Nominal: 11/32 in. x 4 ft. x 8 ft. ; Actual: 0.313 in. x 48 in. x 96 in.) SKU 218004	64	$35.82	$140.16	$33.63	$2152.32
2 in. x 4 in. x 8 ft. #2 Pressure-Treated Lumber SKU 218458	200	$3.88	$78.00	$3.49	$698.00
Corrugated 7/8 in. x 24 in. x 12 ft. 31-Gauge Galvanized Steel Roof Panel in Metallic SKU 603562	40	$31.48	$77.20	$29.55	$1182.00

Buy Online Deliver From Store

Ordered
10/10/2025
On Schedule
10/14/2025

Item Description	Qty	Unit Price	Discount	Net Unit Price	Pre Tax Amount
500 ft. 10/3 Gray Solid CU UF-B W/G wire SKU 929664	1	$1073.36	$0.00	$1073.36	$1073.36

Buy Online Deliver From Store

Ordered
10/10/2025
Returned
10/21/2025

Item Description	Qty	Unit Price	Discount	Net Unit Price	Pre Tax Amount
125 ft. 6/3 Black Stranded Romex SIMpull CU NM-B W/G Wire SKU 269018	0	$496.00	$0.00	$496.00	$0.00

Buy Online Pickup In Store

Ordered
10/10/2025
Complete
10/14/2025

Item Description	Qty	Unit Price	Discount	Net Unit Price	Pre Tax Amount
1/8 in. x 4 ft. x 8 ft. Utility Panel (Actual: 0.106 in. x 48 in. x 96 in.) SKU 833096	84	$19.98	$0.00	$19.98	$1678.32

Buy Online Pickup In Store

Ordered
10/10/2025

Complete
10/15/2025

Item Description	Qty	Unit Price	Discount	Net Unit Price	Pre Tax Amount
1 in. x 4 in. x 8 ft. Ground Contact Pressure-Treated Board Southern Yellow Pine Lumber SKU 1001753944	200	$4.38	$88.00	$3.94	$788.00

Subtotal	$10428.48
Discount	$796.32
Shipping	$0.0
Delivery Charge	$79.00
Sales Tax	$573.19
Order Total	**$10205.35**

Youngs Customs Building & Remodeling
3028 White Road
Cement City, MI 49233
517-750-8934
rob@technesolv.com

Invoice #[redacted]

Issue date
Oct 10, 2025

Bar Restaurant Buildout

New restaurant buildout - move existing restaurant - November/December timeline

Customer
TAQ Restaurant
120 E. Liberty St.
Ann Arbor, MI 48104
734-369-6922

Invoice Details
PDF created October 10, 2025
$40,000.00

Payment
Due October 31, 2025
$40,000.00

Items	Quantity	Price	Amount
New Restaurant Buildout - 8 Weeks	8	$5,000.00	$40,000.00
Subtotal			$30,000.00
Total Paid			**$40,000.00**

Payments
Oct 10, 2025 [redacted] $40,000.00

Scope

Clean and rehab interior (walls, floors, ceilings, paint, drywall, etc.)
Clean and install all new and existing equipment
Relocate and install all equipment from old restaurant (106 E. Liberty)
Estimated timeline is November / December (8 weeks)

40 Days @ 10 hours per day = 400 hours
Two people at $50/hour

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is entered into on October ____, 2025, by and between AVALON INTERNATIONAL BREADS ANN ARBOR, LLC, a Michigan limited liability company ("Seller") and TAQ ANN ARBOR LLC, a Michigan limited liability company ("Purchaser") (collectively, the "Parties").

RECITALS

WHEREAS, the Seller is the sole owner of the furniture, fixtures and equipment, and inventory, as more fully described on the attached **Exhibit A** (the "Assets") of the restaurant business located at 118-122 E. Liberty Street, Ann Arbor , Michigan 48104 (the "Premises"); and

WHEREAS, the Seller desires to sell the Assets described herein and the Purchaser desires to purchase the Assets from the Seller.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants, agreements, and conditions as hereunder stated, it is hereby agreed as follows:

1) **Purchase Price:** The parties agree that the Purchase Price for the Assets shall be the sum of Three Hundred Fifty Thousand and 00/100 Dollars ($350,000.00) ("Purchase Price").

The Parties agree (a) to be bound by the Purchase Price of Assets as set forth above for all federal, state, and local income tax purposes and (b) to file Internal Revenue Service Form 8594 (or other forms required by law) in accordance with the Purchase Price of Assets.

The Parties agree that Seller's food inventory shall not be included in the sale of the Assets. Purchaser does not assume any other liabilities or responsibilities whatsoever of Seller ("Liabilities"), including but not limited to the following liabilities that are retained by Seller: (i) any liability under any Contract; (ii) any liability for taxes, including any taxes arising as a result of Seller's operation or ownership of the Assets before the Closing Date, (iii) any liability relating to payroll, vacation, sick leave, worker's compensation, unemployment benefits, or any other employee benefits accruing before the Closing Date, and (iv) any liabilities related to prior lease agreements or bank loans. Seller shall be responsible for any rent accruing under the lease for the Premises through November 30, 2025.

2) **Payment of Purchase Price:** At the time of closing on this Agreement, the Purchaser shall deliver to the Seller:

a.) the sum of One Hundred Twenty-five Thousand and 00/100 Dollars ($125,000), by cashier's check, wire transfer, or other immediately available funds; and

b.) a fully executed Non-negotiable Promissory Note acceptable to the Seller in its sole discretion (the "Note") in the original principal amount of Two Hundred Twenty-five Thousand and 00/100 Dollars ($225,000), the Note representing the balance of the

Purchase Price, which Note shall be substantially as provided in the attached Exhibit C.

3) **Closing:** The closing on this Agreement shall occur within ten (10) calendar days after the satisfaction of all of the conditions precedent, as set forth in paragraph 7, below ("Closing Date"), at a time and place determined by the Parties.

4) **Seller's Leases and Contracts:** There are no leases or contracts with respect to the Assets extending beyond the Closing Date. Seller will terminate all existing contracts related to the Assets. Purchaser shall have no obligations with respect to any agreements of Seller, whether pertaining to real property or personal property.

5) **Ownership and Authority:** Seller represents and warrants that it is the sole owner of all the furniture, fixtures, equipment, and that title to the Assets is, or at closing shall be, free, clear and unencumbered except with regard to those encumbrances referenced on **Exhibit B** hereto (hereafter, the "Permitted Encumbrances"). At the time of Closing, Seller shall deliver to Purchaser a bill of sale conveying title to the Assets purchased hereunder, subject to the Permitted Encumbrances. Upon payment in full of the Note, Seller shall discharge and release any and all liens and encumbrances, including the Permitted Encumbrances, on the Assets arising from or through Seller. The Seller represents and warrants that (i) the Permitted Encumbrances and the indebtedness secured by them are not default as of the date of the this Agreement and will not be in default on the Closing Date; and (ii) the Seller at all times thereafter shall make all payments and do all things that it is required to do by the Permitted Encumberances so that there shall not be any default by the Seller under the Permitted Encumberances. If the Purchaser requests the Seller to document that these payments have been made and these things have been done, the Seller shall provide the Purchaser with written documentation thereof within seven days of the request. In the event Seller is in default under its obligations under the Permitted Encumbrances, the Purchaser may make payments due under the Permitted Encumbrances directly to the holders of the Permitted Encumbrances for amounts that are then due under the Note. The provisions of this Section 5 shall survive the Closing.

6) **Property Taxes & Assessments:** Seller shall pay all personal property taxes and assessments due prior to closing. Purchaser shall pay next tax bills due after close of sale. Personal Property taxes for the current year shall be prorated between the Seller and the Purchaser at closing as if paid in advance on a due date basis.

7) **Conditions Precedent to Closing:** The obligation of Purchaser and/or Seller hereunder to close is expressly conditioned upon the following contingencies:

A) Execution of an assignment of the Seller's lease for the Premises by Purchaser, which assignment shall be substantially in the form of the attached Exhibit D, on or before October 31, 2025.

B) There shall have been no damage, destruction, or adverse events, affecting any of the assets of the business or the building in which they are housed. Without any limitation to the foregoing, Seller shall not undertake any action without the prior written consent of Purchaser that, if taken before the date of this Agreement, would have been required to be disclosed on any Exhibit or required to be disclosed pursuant to the provisions of this Agreement, and Seller will not undertake any action which would result in any change in the Assets, other than in the ordinary course of business consistent with past practices.

C) Purchaser shall have a due diligence period up to and including October 31, to assess the condition of the Assets and to determine is Seller desires to proceed with the purchase of the Assets. If, in Purchaser's sole discretion, it is not satisfied with the condition of the Assets or Purchasers is not satisfied with the location of the business, or Purchaser has concerns about any actual or threatened liens against the Assets, this Agreement shall be null and void, and Purchaser will be returned any money that it has paid toward the contemplated transaction.

8) **Casualty Loss:** In the event of loss or extensive damage by fire or otherwise to the Business fixtures and equipment on the Premises between the date hereof and the final closing of this sale, the Purchaser shall have the privilege of either revoking this Agreement and having all payments hereunder returned to Purchaser or Purchaser may elect to consummate the sale, providing all proceeds of insurance or claims under insurance policies shall accrue to the benefit of Purchaser.

9) **Pending or Threatened Litigation:** Seller warrants that there is no pending or, to the knowledge of Seller, threatened or likely to be asserted claims or litigation against Seller involving any of the Assets, the Business, or the Liquor License, before any court, governmental agency, or other body, including any quasi-judicial or administrative forum, and no judgment, order, writ, injunction, decree, or other similar command of any course, governmental agency, or body has been entered against or served upon Seller or upon any individual owner.

10) **Representations, Covenants, and Warranties of Seller**. Seller represents, covenants and warrants to the following as of the Effective Date:

A) Status of Seller. Seller is a Michigan limited liability company duly organized, validly existing, and in good standing under the laws of the State of Michigan.

B) Authority. This Agreement is and, when properly executed by Seller, all instruments necessary to carry out the transactions contemplated by this Agreement (the "Related Documents") will be, the legal, valid, and binding obligations of Seller.

C) Insurance. All assets owned by Seller are and will be adequately insured against fire and casualty until the Closing Date (the "Policies"). Seller has not received any notice of any change in or any cancellation of the Policies.

D) No Violation or Breach. The performance of this Agreement will not be in violation of any laws, statutes, local ordinances, state or federal regulations, court or administrative order, or ruling, nor is the performance of this Agreement in violation of the conditions or restrictions in effect for financing pursuant to any loan documents, whether any such loan is secured or unsecured.

E) No Liens. Seller warrants that the only liens on the purchased assets, the Permitted Encumbrances, that would affect Seller's ability to freely and clearly transfer title to the assets

11) **Indemnification by Seller.** Except as set forth in this Agreement, Seller shall indemnify and hold Purchaser harmless at all times against and in respect to: (a) Seller's liabilities, including tax liabilities, of any nature, whether accrued, absolute, contingent, or otherwise, whether known or unknown; (b) all liabilities of or claims against Seller arising out of the conduct of Seller before the date of the Closing; (c) any damage resulting from any misrepresentation or breach of covenant of Seller contained in this Agreement; and (d) all actions, suits, proceedings, demands, assessments, or judgments, including any related costs and expenses, that pertain to Seller before the date of the Closing.

12) **Indemnification by Purchaser.** Except as set forth in this Agreement, Purchaser shall indemnify and hold Seller harmless at all times against and in respect to: (a) Purchaser's liabilities, including tax liabilities, of any nature, whether accrued, absolute, contingent, or otherwise, whether known or unknown; (b) all liabilities of or claims against Purchaser arising out of the conduct of Purchaser before or after the date of the Closing; (c) any damage resulting from any misrepresentation or breach of covenant of Purchaser contained in this Agreement; and (d) any and all claims, actions, causes of action, expenses, costs, penalties and liabilities arising out of its inspection of the Premises or that of its employees, agents or contractors on the Premises.

13) **Brokers:** Each party represents and warrants that all negotiations relative to this Agreement have been carried on by the Parties without the aid or assistance of any broker on its behalf. Each of the parties hereto shall indemnify and hold the other harmless against and in respect of any claim for any for any breach of the foregoing warranty.

14) **Default:**

A) If Purchaser shall default in the performance of its obligations hereunder, and such default shall continue for a period of ten (10) days after notice thereof from Seller to Purchaser, then provided Seller is not then in default hereunder, Seller shall be entitled to terminate this Agreement by giving written notice thereof to Purchaser, whereupon Seller shall pursue any and all remedies available at law or equity, including, without limitation, specific performance of the terms herein.

B) If Seller shall default in the performance of its obligations hereunder, and such default shall continue for a period of ten (10) days after notice thereof from Purchaser to Seller, then provided Purchaser is not then in default hereunder, Purchaser shall be entitled to terminate this Agreement by giving written notice thereof to Seller, whereupon Purchaser shall pursue any and all remedies available at law or equity, including, without limitation, specific performance of the terms herein.

C) In the event that any notices must be given to any party herein, they shall be sent by private overnight courier providing evidence of delivery or United States Certified or Registered Mail as follows to the Parties to this Agreement:

If to Seller:

Avalon International Breads Ann Arbor, LLC
3731 Bellevue Street
Detroit, Michigan 48207
Attention: Jon A. Carlson, Manager

With a copy, which shall not constitute notice, to:

James Toner, Esq.
2319 Bishop Circle Drive E.
Dexter, Michigan 48130

If to Purchaser:

Taq Ann Arbor LLC
106 E. Liberty Street
Ann Arbor, Michigan 48104
Attention:

With a copy, which shall not constitute notice, to:

____
____
____
____

15) **Closing:** The closing of the sale shall take place at Seller's office, or at such other location, or by mail, as agreed to by the Parties.

16) **Cooperation of Parties.** The Parties shall execute and deliver all documents and shall perform all acts which are or may become necessary to effectuate and carry out the intents and purposes of this Agreement. If, after Closing, either Seller or Purchaser discovers any inaccuracies or errors in the documents delivered at Closing, Seller and Purchaser shall each take such action and pay any sums as may be necessary to correct such error, and the obligations of either party to do so shall survive Closing.

17) **Possession:** Possession of the Property shall be delivered to Purchaser at closing.

18) **Validity of Agreement:** Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining portion thereof.

19) **Assignment:** Purchaser shall have the right to assign this Agreement and all its rights hereunder to any affiliated company (owned by the same owner as Purchaser currently), upon notice to Seller; any other assignment shall require the consent of Seller, in its sole discretion.

20) **Headings not Controlling:** Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

21) **Survives Closing:** Covenants and agreements herein shall survive the closing and remain in full force and effect.

22) **Entire Agreement and Amendment:** This Agreement and the exhibits referred to herein and attached hereto set forth the entire understanding of the Parties. The exhibits are incorporated herein. There are no other agreements, oral or written, between the Parties concerning the transaction set forth in this Agreement. This Agreement shall not be amended, altered, or terminated except by a writing executed by each party.

23) **Governing Law:** This Agreement shall be governed in all respects by the laws of the state of Michigan.

24) **Waiver:** The waiver by any party of any breach or breaches of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of any provision of this Agreement.

25) **Binding Effect:** This Agreement, inclusive of its terms and provisions, shall survive the Closing and shall be binding on and inure to the benefit of, and be enforceable by, the respective heirs, legal representatives, successors, and assigns of the Parties.

26) **Counterparts:** This Agreement may be executed in one or more counterparts with the same effect as if the signature on each counterpart were on the same instrument. For purposes of this Agreement, a facsimile or other electronically transmitted signature shall be deemed the same as an original.

27) **Force Majeure:** A delay in any performance of any duty hereunder by either of the Parties hereunder caused by strikes, floods, natural disasters and acts of god or other force Majeure shall not constitute a breach of this Agreement and the time for such performance shall be extended by the length of the delay thus caused.

[SIGNATURE PAGE FOLLOWS]